

COMMUNITY USE OF SCHOOL FACILITIES - PROCEDURES

Facility use, including rehearsals, is at the sole discretion of the District. School district buildings, facilities, sites and equipment may be made available to local school-related nonprofit entities and fees may be assessed. School-related nonprofit entities shall be narrowly defined as groups that satisfy the Internal Revenue Service requirements for a nonprofit organization, and whose sole and direct mission and purpose is to support the students of a district school or district schools. Such use will be permitted only when the use does not interfere with or disrupt the education program or a school-related activity and the use is consistent with state law.

It is within the discretion of the Board and superintendent to selectively allow other community organizations or for-profit entities to use school district buildings, facilities, sites and equipment on a fee basis.

Request for Use of Facilities and Contracts for Use

All entities and organizations wishing to use school facilities must:

1. Complete a Request For Use of Facilities application. This document is available through the District website or may be obtained through the Administration Office. The application must be completed prior to any further action taken to fulfill the request.
2. Provide proof of insurance to the Administration Office. As a precondition for use of school facilities, all entities or organizations requesting use of school facilities may require a Certificate of Insurance in the amount of at least one million dollars (\$1,000,000) of General Liability and Excess Liability naming Blair Community Schools as an additional insured.

When the Request for Use of Facilities application is complete, and the proof of insurance is received (when required), a Contract for Use shall be initiated by the office of the superintendent. The District shall authorize the use of the facilities, assess fees and receive payment, and reserve the space requested according to district policy and the administrative regulations. A completed Contract for Use is to be signed by the User and the District shall remain on file at the Administration Office. A copy will be provided to the User. Procedures for opening and closing the buildings shall be arranged between the Director of Maintenance and the organization. All requests must be submitted a minimum of two (2) weeks prior to the requested date(s). The superintendent shall develop protocol and procedures for communicating the contracted use with building principals and maintenance personnel.

Schedule of Fees

Fees will be assessed by category of use as follows. The fee shall be for the total hours of service set forth in the administrative regulations. **As listed the following also establishes a schedule of priorities for the use of district facilities.**

Priority for Use	Events/Activities	Fee Structure
1	<ul style="list-style-type: none"> School-sponsored building-level or district-wide events, activities and programs. 	No fees will be assessed. (Practices, Post Prom, PTO, Fun Nights, Camps, etc.)
2	<ul style="list-style-type: none"> Events or activities which serve students enrolled in Blair Community Schools that are planned and directed by nonprofit organizations directly affiliated with the District. Blair Kids Academy (BKA) & Gateway to the West 	<ul style="list-style-type: none"> Salary/Benefit Costs (if Personnel are needed) (BKA & Gateway to the West)
3	<ul style="list-style-type: none"> Events or activities which serve youth that are planned and directed by nonprofit youth organizations not directly affiliated with the District; Charitable fundraising events or activities that serve the youth or community. 	<ul style="list-style-type: none"> Salary/Benefit Costs (if Personnel are needed) (Basketball Club) <u>Facility Use Fee</u> •(Propose)
4	<ul style="list-style-type: none"> Individuals or groups involved in activities not listed above. For-profit entities, companies, or enterprises. 	<ul style="list-style-type: none"> <u>Facility Use Fee</u> Salary/Benefit Costs (if Personnel are needed)

In addition, the following fees shall apply to the use of the facilities listed below:

School Auditorium (BHS and OBMS)	\$40.00 per hour
School Gymnasium (BHS, OBMS, AP)	\$40.00 per hour
Multi-purpose Rooms*	\$20.00 per hour
* Building spaces or rooms, including cafeterias, gyms (unless listed above), classrooms and other spaces suitable for the request.	
Football Field, BHS Track	\$50.00 per hour

All rehearsals will include full rental fees. (Propose minimum of three hours-plus COVID-Fee of \$115, minimum cost of \$225 for gyms & \$160 for classrooms) plus custodial costs if necessary.

Limitations

- Facility use is at the sole discretion of the District. The Board and superintendent reserve the right to deny the use of school facilities which have no direct benefit to youth or educational benefit to the citizens and for activities which are harmful to youth or incompatible with the mission of the District.
- The District may restrict facility use during times including, but not limited to holidays, school vacations, or other dates where the needs of the district require the closing or limited access of school buildings, facilities or sites.

3. School district buildings, facilities, sites and equipment use is not allowed for private parties for corporations or businesses, private social functions for families or individuals including, but not limited to wedding receptions, birthday parties, graduation, or other such events.
4. The District may require that district staff be present during usage by an outside entity. In such cases, the cost for labor and related costs will be invoiced to the requesting entity on the Contract for Use.
5. Fees will be assessed for users as outlined in policy and administrative regulations.
6. The use of tobacco products and the possession or use of alcohol or drugs and the possession of an unauthorized loaded or unloaded firearm or any other instrument used as a dangerous or deadly weapon as defined in law are not allowed on school grounds per Board policy 1006.02-Public Conduct on School Premises or at School Events. Contracting groups are required to enforce this for their participants and spectators inside the building and on school grounds including parking lots.
7. Facilities are rented or provided "as is." The sponsoring agency is responsible for surveying the area to be used prior to the activity and assuring that it is safe and appropriate for the planned activity. The applicant agrees to protect, indemnify, and hold the District harmless for any and all claims, suits, actions, damages, judgments or causes of action arising out of or in any way related to such use.
8. In the event of school closings due to inclement weather, all use of facilities during that closing are canceled. Approved Contracts for Use for weekend or days school is not in session will also be canceled due to any snow or ice accumulation that would require additional removal costs for the District or when such inclement weather is deemed by the District to make travel conditions and facility operation hazardous to the participants or spectators of the event.
9. School district equipment will not be made available for use by outside organizations unless authorized in the contract. Kitchen equipment shall not be used or operated without Food Service personnel present. Contracting individuals will not be allowed to use kitchen equipment for personal use or gain.
10. Overnight rental of facilities is not allowed, but may be granted under special circumstances that must be approved by the Board of Education at a regularly scheduled monthly meeting prior to the date requested.
11. Use of facilities on Sunday:
 - a. No facilities shall be utilized on Sunday for non-school sponsored activities (i.e. community concerts, dance recitals, youth tournaments) without prior approval from the Board of Education at a regularly scheduled monthly meeting prior to the date requested.
 - b. Facility use on Sundays for school-sponsored student activities shall only occur upon prior approval by the Superintendent.
12. Additional charges will apply if any facilities or equipment incurs damage during rental usage.

Requirements

1. A complete description of activities and needs must be provided on the Request for Facility Use application.
2. No Contract for Use will be made until the Request for Facility Use application is completed and approved. An applicant may, without penalty, cancel a previously approved facility use by providing notice of such to the District at least 48 hours prior to the scheduled use. If notice is given with less than 48 hours prior notice the facility use fee may not be refunded.
3. Contracts for Use will be executed during normal business hours. Contracts are not valid and no reservations of facility space will be made until final approval is granted by the Superintendent and full payment is received by the District when fees are assessed.
4. A Certificate of Insurance in the amount of at least one million dollars (\$1,000,000) of General Liability and Excess Liability naming Blair Community Schools as an additional insured may be required from any entity or organization wishing to rent, or in any way, use any district facility.
5. The District may require a school district employee to be present during the use of school district buildings, facilities, sites, and equipment by entities and organizations. In such cases, the cost for labor and related costs will be invoiced to the requesting entity or organization on the Contract for Use. The school district employee shall not accept a fee from the entity or organization using school district facilities and equipment. If appropriate, the school district employee will be paid by the school district.
6. Custodial or supervisory people will normally be assigned for groups where fees are required; an additional charge of \$16.00 per hour per custodian will apply during the regular work hours, with \$24.00 per hour per custodian applicable during weekend and after regular work hours. Rates will be charged based on actual labor costs for Food Service personnel who will be assigned by the Director of Food Service. The District will estimate the amount of personnel required for the event based on the event requirements and number of people expected. The district reserves the right, at their sole discretion, to increase the number of personnel required to maintain the facility for school use. Should the district need to increase the number of personnel required for the event the lessee will be invoiced by the District after the event has occurred with a breakdown of the charges. Failure to pay any and all charges will result in loss of future facility use.
7. For rental of the Blair High School auditorium facilities, the District will provide and control the stage equipment, light and sound control personnel. Rental requiring controls is subject to the availability of control personnel.
8. Payment for rental of facilities and personnel provided by the District shall be made to Blair Community Schools and sent directly to the office of the Board of Education by the agency renting the facility.
9. No direct payments will be made to custodial, cafeteria, or auditorium personnel provided by the District. The District will reimburse supervisory, custodial, cafeteria, and auditorium personnel through normal payroll procedures.
10. The applicant is held responsible for preservation of order.
11. All facility use is limited to the area requested. Attendees will not be allowed into other areas of the facility. Areas must be cleaned up after use, including seating areas if utilized.

12. Removal of building doors, physical plant modifications, the hanging of decorations or scenery or moving pianos or other furniture is prohibited unless special permission is granted. Any items of this nature should be completely described in the Building Use Contract.
13. Facility used by the applicant will be carefully examined after use and the applicant agrees to promptly make good any loss or damage, and determined by the District, which occurs during applicant's use.
14. Contracted users nor their participants shall not enter the facility prior to the listed start time on the Contract for Use. The contracted user shall be on site at the start time and shall supervise all participants and spectators for the duration of the event. The contracted user shall not leave until all participants and spectators have evacuated the facility.
15. Any conditions or circumstances not covered in these procedures will be handled on a case-by-case basis by the superintendent or designee.